



# Office of the Finance Director

City of West Haven  
355 Main Street  
West Haven, Connecticut 06516

## MARB Contract Form

<b>MARB Meeting Date:</b>	March 21, 2025				
<b>Contract Name</b>	Redevelopment of Stiles School				
<b>City Agency</b>	Economic Development				
<b>Vendor Utilized</b>	Ideal Group, LLC				
<b>Address</b>	287 Greenwich Avenue				
<b>City, State, Zip</b>	Stamford, CT 06902				
<b>Procurement Process</b>	<input checked="" type="checkbox"/> Bid/RFP [2025-12] <input type="checkbox"/> State Contract [Enter State Contract No] <input type="checkbox"/> Cooperative Agreement [Enter Source Name and Contract No] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source []				
<b>No of Bid/RFP Respondents</b>	3				
<b>Quote No('s) if applicable</b>	Enclave Properties: \$300,000; Vesta Real Estate Partners: \$405,000; Ideal Group: \$423,000 ( <b>Ideal Group selected</b> )				
<b>Source of Funds</b>	n/a				
<b>Quantity</b>	1.00	<b>Price Per:</b>	\$423,000.00	<b>Total Price</b>	\$423,000.00
<b>Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)</b>	<p>In 2024, the City of West Haven (the "City") issued RFP #2025-12 for qualified developers to purchase and redevelop the former Edgar Stiles School at 561-575 Main Street, West Haven, CT. The City sought innovative and sustainable transit-oriented development plans from these developers that would enhance the community, promote walkability to the nearby train station, and optimize the use of the property in line with the City's strategic goals.</p> <p>Following a competitive evaluation process that included a public Request for Proposals, a site tour, and bidder interviews, the City selected Ideal Group to receive the award of this RFP because it specializes in transforming beautiful and historic older buildings. Its proposal involves renovating and converting the interior of the Stiles School into roughly thirty (30) apartments.</p> <p>Ideal Group's plan will benefit the City not only by returning this historic community asset to productive use by rehabilitating it into a residential building, but also by adding to the City's Grand List, generating building, sewer, and fire marshal fees, and creating economic activity.</p>				
<b>Department Submission [Name and Title]</b>	Stephen Fontana, Director of Economic Development Paul Dorsi, Corporation Counsel				
<b>Finance Review and Submission [Name and Title]</b>	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director				

## AUTHORIZING RESOLUTION OF THE

### *City of West Haven City Council*

RESOLVED: That the City Council of the City of West Haven hereby approves and authorizes the City of West Haven to enter into a purchase and sale agreement with Ideal Group, LLC, for the sale of the City owned real property know as 561 Main Street, West Haven, Connecticut, which purchase and sale agreement shall be in substantial and material compliance with the draft attached hereto as Exhibit A, and made a part hereof by reference; and

FURTHER RESOLVED: Dorinda K. Borer, as Mayor of The City of West Haven, is authorized and directed to execute and deliver any and all documents related to this Resolution on behalf of the City of West Haven and to do and perform all acts and things which she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents, and:

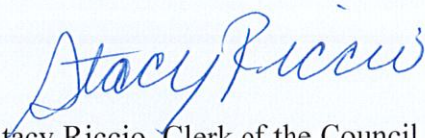
FURTHER RESOLVED: That such approval and authorization conferred hereby is contingent upon approval by the Municipal Accountability Review Board (MARB).

#### CERTIFICATION:

I, Stacy Riccio, the Clerk of the City of West Haven City Council, a municipal corporation organized and existing under the laws of the State of Connecticut, with a place of business at 355 Main Street West Haven CT, do hereby certify that the following is a true and correct copy of a resolution adopted by The City of West Haven City Council at its duly called and held meeting on March 10<sup>th</sup>, 2025 at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

The undersigned further certifies that Dorinda K. Borer now holds the office of Mayor and that she has held that office since December 3rd of 2023, and that said term will continue until December 7, 2025.

IN WITNESS WHEREOF: The undersigned has executed this certificate this 16<sup>th</sup> day of  
March 2025.

  
Stacy Riccio, Clerk of the Council







# CITY OF WEST HAVEN, CONNECTICUT PLANNING AND ZONING COMMISSION

City Hall | 355 Main Street | West Haven, Connecticut 06516



CITY HALL 1898-1967

February 12, 2025

Chairman Nicholas A Pascale  
City Council  
City of West Haven  
355 Main Street  
West Haven, CT 06516

RE: Section 8-24 Review for the sale of Stiles School

Dear Chairman Pascale and Council Members:

At its February 11, 2025, Regular Meeting, the West Haven Planning and Zoning Commission considered the referral of the sale for Stiles School to Ideal Group, LLC pursuant to Section 8-24 of the Connecticut General Statutes.

On behalf of the Planning and Zoning commission, I am writing to inform the City Council that the referral for the 8-24 review regarding the sale of Stiles School has been approved. This review was conducted in accordance with Section 8-24 of the Connecticut General Statutes, which pertains to the review of municipal action affecting land use.

This approval signifies that the proposed action or project is consistent with the City's land use plan, zoning regulations, and Plan of Conservation and Development.

Please feel free to reach out to the Planning and Zoning Department if you require any further details or have additional questions regarding this matter.

Sincerely,

Christopher Suggs  
Chairman  
Planning and Zoning Commission

# BID TALLY SHEET

JOB: 2025-12  
Redevolepment Stiles

DATE: 8/28/24

**PROPOSER:**

**AMOUNT:**

[illegible]

## BID FORM

TOTAL BID PRICE (LUMP SUM):

\$ 315,000.00 \*

COMPANY NAME:

IDEAL GROUP, LLC

CONTACT PERSON:

FLORIAN STEHAJ

ADDRESS:

287 GREENWICH AVE

STAMFORD, CT 06902

PHONE NUMBER:

203 536 3388

EMAIL:

hgs

SIGNATURE:



DATE:

AUG. 27th 2024

\* OPTION 2 \$423,000.00

OPTION 3 \$723,000.00

THE PROJECT WILL BE SELF FUNDED  
PROOF OF FUNDS AVAILABLE UPON REQUEST

### 1. INSURANCE REQUIREMENTS

Prior to the commencement of the work, and as a condition of site access, the Respondent (referred to hereinafter as the "Contractor") shall deliver to the City of West Haven (referred to hereinafter as the "Owner") a valid and currently dated Certificate of Insurance (COI).



**CITY OF WEST HAVEN****355 Main St**

West Haven, Connecticut 06516

**DISCLOSURE &  
CERTIFICATION AFFIDAVIT****EVERY SECTION MUST BE COMPLETED**For help completing this form  
7-3624

contact Purchasing Director at 203-93

Contractor/Vendor Name:	Florjan Shehaj		
Address:	287 Greenwich Ave, Stamford, CT, 06902		
Telephone and/or Fax #:	203-536-3388		
Email Address:	nrgsprayfoam@yahoo.com		
Contact Person:	Florjan Shehaj		
For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:			
(a)	"Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.		
(b)	"Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.		
(c)	"City" means any official agency, board, authority, department office, or other subdivision of the City of West Haven.		
(d)	"Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.		
State of	Connecticut	County of	Fairfield
I,	Florjan Shehaj	being first duly sworn, hereby deposes and says that:	
	(type or print your name above)		
1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of West Haven is relying on my representations herein.		
2a.	I am the corporate secretary or majority owner (including sole proprietorship) of	Business Registration for this building Pending Award of Contract	
		Insert Company Name above	
2b.	Or I am an individual and my name is:		
		if an individual, insert your name above	
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto. Yes		
4.	Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).		

4a.		As required by Conn. Gen. Stat. §12-41, the Contractor ( and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of West Haven for the most recent grand list and all taxes are	
4b.	X	current. The Contractor ( including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of West Haven for the most recent grand list and does not owe any back taxes to the City of West Haven, either directly or through a lease or other agreement.	
4c.		The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of West Haven or ii) owes back taxes and has executed an agreement with the City of West Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.	
5.	X	Other than as may be described in section 4 above, the Contractor ( including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of West Haven.	
6.	Please select the applicable representation about the Contractor's business registration:		
6a.	X	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #:	Business Registration for this building Pending Award of Contract Insert State Registration # above
6b.		Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #:	Insert State Registration # above
6c.		Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of:	Please insert State name above
Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A).			

City of West Haven – Disclosure & Certification Affidavit (rev 10/17/22)

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of West Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of West Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of West Haven. If none state none. Use

additional sheet if necessary ( must be on company letterhead and notarized):

	Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1	None			
2				

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1	None			
2				

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Organization Name	Address	Type of Ownership
1	Energy Spray Systems, LLC	287 Greenwich Ave, Stamford, CT, 06902	LLC



More on a separate Sheet

2	Ideal Cleanup, LLC	287 Greenwich Ave, Stamford, CT, 06902	LLC
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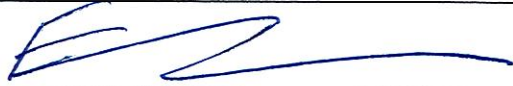

10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	Title	% of Ownership	DOB
1	Florjan Shehaj	Co-Owner	60	[REDACTED]
2	Gentjan Shehaj	Co-Owner	40	[REDACTED]

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None		
2			

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of West Haven and disqualification of the Contractor to further contract with the City.

<b>Signature &amp; Title of person completing this form:</b>				
Florjan Shehaj, Co-Owner				
<b>THIS FORM MUST BE NOTARIZED</b>		<b>NOTARY SEAL (if available)</b>		
Signature of Notary:				
Subscribed and sworn to, before me on this:		22	Day of	August 2024
My Commission Expires:		Aug. 31, 2028		

This form should be mailed or emailed to the purchasing department or included with a specific solicitation.

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)

# Florjan Shehaj

287 GREENWICH AVE. STAMFORD CT 06902  
TEL-203-536-3388

Organization	Address	Type of Ownership
28 Alden LLC	26 Arnold Dr, Stamford, CT 06905	LLC
Flor Gent LLC	26 Arnold Dr, Stamford, CT 06905	LLC
71 Grove LLC	26 Arnold Dr, Stamford, CT 06905	LLC
Florgen LLC	26 Arnold Dr, Stamford, CT 06905	LLC
80 Houston LLC	26 Arnold Dr, Stamford, CT 06905	LLC
81 Willowbrook LLC	26 Arnold Dr, Stamford, CT 06905	LLC
Courtland Circle LLC	26 Arnold Dr, Stamford, CT 06905	LLC
349-351 McKinley Avenue LLC	26 Arnold Dr, Stamford, CT 06905	LLC
25 Dean LLC	26 Arnold Dr, Stamford, CT 06905	LLC
9-11 Cummings LLC	26 Arnold Dr, Stamford, CT 06905	LLC
51 Lindale LLC	189 Echo Hill Dr, Stamford, CT	LLC
Shehaj LLC	287 Greenwich Ave, Stamford, CT 06902	LLC

Signature: \_\_\_\_\_

Florjan Shehaj, Co-Owner

State of Connecticut

County of Fairfield

Subscribed and sworn before me this 22 day of August, 2024.

Signature of the Notary Public

Sidita Cako

Date Commission Expires: August 31, 2028

Printed Name of Notary Public: Sidita Cako

**SIDITA CAKO**

Notary Public, State of Connecticut  
My Commission Expires Aug 31, 2028



**PROPOSERS NON-COLLUSION AFFIDAVIT FORM**

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) The proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (2) The proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal and award.
- (3) No elected or appointed official or other officer or employee of the City of West Haven is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.


The undersigned proposer further certifies that this affidavit is executed for the purpose of disclosure to the City of West Haven to consider its proposal and make an award in accordance therewith.

Legal Name of Bidder



(signature)

Bidder's Representative, Duly Authorized



Name of Bidder's Authorized Representative



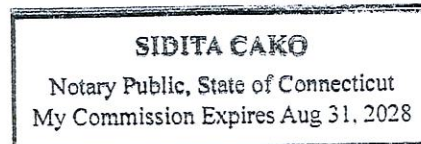
Title of Bidder's Authorized Representative

Subscribed and sworn to before me this 22 day of Aug 2024.



Notary Public

My Commission Expires: Aug. 31, 2028





## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (this "Agreement") is made as of the \_\_\_\_\_ day of March 2025, by and between **THE CITY OF WEST HAVEN**, with a mailing address of 355 Main Street, West Haven, CT 06516 ("Seller"), and **IDEAL GROUP, LLC**, with a mailing address of 287 Greenwich Avenue, Stamford, CT 06902 ("Purchaser").

### RECITALS:

**A.** Seller is the fee simple owner of that certain real and personal property known as the Edgar C. Stiles School (the "Stiles School") located at **561 Main Street, West Haven, Connecticut**. The property description is attached hereto as Schedule A.

**B** Subject to the terms, provisions, and conditions of this Agreement, Purchaser is willing to acquire, and Seller is willing to sell, the Property (as hereinafter defined).

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

#### **1. Agreement to Purchase and Sell.**

Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to acquire from Seller, subject to the terms, provisions, and conditions of this Agreement, the land, together with (i) all buildings and other improvements situated thereon and commonly known as 561 Main Street, West Haven, CT, and (ii) all easements and other estates and rights of Seller pertaining to such land and buildings (the above being hereinafter collectively referred to as the "Property").

#### **2. Purchase Price; Deposits.**

Purchaser agrees to pay a purchase price of **Four Hundred Twenty-Three Thousand Dollars and No Cents (\$423,000.00)** (the "Purchase Price") for the Property. The Purchase Price, plus or minus pro-rations, credits, and adjustments, shall be payable as follows: (i) an initial deposit of Forty Two Thousand Three Hundred Dollars and No Cents (\$42,300.00) shall be deposited by Purchaser in escrow with The City of West Haven Corporation Counsel's Office (the "Escrow Agent") upon the full execution and delivery of this Agreement, (ii) an additional deposit of Forty Two Thousand Three Hundred Dollars and No Cents (\$42,300.00) shall be deposited with Escrow Agent within fifteen (15) days from the full execution and delivery of this Agreement (collectively, the "Deposit"), and (iii) the balance of the Purchase Price shall be payable at the Closing. Except as otherwise provided herein, the Deposit shall be credited to Purchaser at the Closing.

In addition to the Purchase Price, Purchaser or its successor in interest agrees that, if Purchaser wishes to expand The Project, as referred to in paragraph 4, of converting the Stiles School into thirty (30) residential units beyond the original thirty (30) residential units, Purchaser agrees to pay Seller as additional compensation the sum of Fourteen Thousand One Hundred Dollars and No Cents (\$14,100.00), plus an additional three percent (3%) per year beyond 2025,

for each additional unit approved for The Project. The term of this clause will be for fifty (50) years and will be noted in the Warranty Deed.

**3. Closing Date.**

The transaction shall be closed (the "Closing") on or about **May 30, 2025, or sooner by agreement of the parties.**

**4. "As-Is" Condition / Permits and Approvals.**

**The property is being sold "AS IS."** The Parties agree that, except for Seller's representations and warranties set forth in this Agreement, Seller is selling the property in "As Is" condition. Purchaser acknowledges and agrees that it accepts the property "As Is" without any warranties, representations, or guarantees, either expressed or implied, of any kind, nature, or type whatsoever from or on behalf of Seller. Any inspection of the Premises by Purchaser will be for Purchaser's information only, and for no other purpose.

Within ten (10) days of the date hereof, Seller shall deliver to Purchaser copies of any existing site plans, surveys, or environmental reports pertaining to the Premises and any other reports currently in Seller's possession and control (the "Seller's Documents").

Purchaser hereby agrees to hold Seller harmless and indemnified against any loss, cost, liability, or expense arising in connection with Purchaser's inspection of the Premises under this paragraph, and agrees to repair any damage to the Premises caused in connection therewith.

As condition precedent to this Agreement, Purchaser shall obtain all necessary Planning and Zoning approvals to convert the existing Stiles School into a thirty (30)-unit residential development ("The Project"). Purchaser shall have ninety (90) days from the signing of this Agreement to obtain all necessary permits and approvals. Purchaser shall use all commercially reasonable efforts to obtain said permits and approvals as soon as possible after executing this Agreement.

**5. Title.**

**(a)** Purchaser shall, at Purchaser's expense, obtain a title commitment (the "Commitment") for an Owner's Title Insurance Policy issued by a title insurance company satisfactory to Purchaser in the amount of the Purchase Price, covering title to the Property. Purchaser shall provide written notice to Seller prior to the expiration of the Due Diligence Period of any matters shown by the Commitment which are not satisfactory to Purchaser, which notice must specify the reason such matter(s) are not satisfactory and the curative steps necessary to remove the basis for Purchaser's disapproval. The parties shall then have ten (10) days after the date of such notice to make such arrangements or take such steps as they shall mutually agree to satisfy Purchaser's objection(s). If the parties fail to agree on the necessary steps, Purchaser shall have a right to terminate this Agreement during the ten (10) day period following the expiration of the

aforesaid ten (10) day period. If Purchaser exercises such right, Escrow Agent shall thereupon promptly return the Deposit to Purchaser.

(b) Notwithstanding anything to the contrary herein, if the Commitment shall disclose interests, encumbrances, or liens of definite or ascertainable amounts which may be removed by the payment of money, Seller shall clear such item(s) (i) prior to the Closing Date, by using its own funds, or (ii) on the Closing Date, by using the Purchase Price payable to Seller by Purchaser.

6. **Fire or Other Casualty.** If, prior to the Closing Date, all or any portion of the Property shall be destroyed or damaged by fire or other casualty, Seller shall give to Purchaser written notice thereof. Purchaser shall have the option to terminate this Agreement within thirty (30) days after receiving notice from Seller of such fire or other casualty, in which event the Escrow Agent shall promptly return the Deposit to Purchaser. In the event that Purchaser has not elected to terminate this Agreement as aforesaid, then Purchaser shall be deemed to have elected to proceed with the Closing without any reduction or adjustment to the Purchase Price. In such case, Seller shall assign to Purchaser, at the Closing the proceeds of any insurance policy(ies) payable to Seller by reason of such fire or other casualty. Seller shall maintain throughout the term of this Agreement casualty insurance with respect to the buildings and the contents thereof in an amount not less than one hundred percent (100%) of the full replacement cost of such buildings and contents.

7. **Brokerage Commissions.** Each party represents and warrants to the other that it has not dealt with any entity or person who would be entitled to a brokerage commission, finder's fee, or other similar compensation in connection with this Agreement. Each party agrees to indemnify, defend, protect, and hold forever harmless the other from and against any and all loss, liability, cost, damage and reasonable expense which the other may incur by reason of a breach of this representation and warranty. The terms of this section shall survive the Closing.

8. **Seller's Closing Deliveries.** On the Closing Date, Seller shall deliver to Purchaser the following documents and instruments with respect to the Property, duly executed by Seller, acknowledged where appropriate and otherwise in form and content reasonably satisfactory to Purchaser's counsel:

(a) a Warranty Deed for the Property (the "Deed");

(b) an affidavit of title, certified by Seller, and such documents and instruments in respect of Seller's authority to sell the Property, in the form customarily required by title insurance companies in the State of Connecticut.

(c) a nonforeign affidavit sufficient for the purposes of establishing and documenting the nonforeign affidavit exemption described in Section 1445 of the Internal Revenue Code (the "FIRPTA Affidavit").

(d) completed conveyance tax returns for the Property in the form required by the applicable governmental authority, and checks for payment of said taxes.



(e) such additional instruments, agreements and other documents as may be necessary or convenient in order to effectuate the provisions of this Agreement.

**9. Default.**

(a) If Purchaser shall default under this Agreement, the Deposit shall be retained by Seller as liquidated damages, and both parties shall be relieved of and released from any further liability hereunder.

(b) If Seller shall default under this Agreement, Purchaser may exercise any and all rights and remedies available to Purchaser at law or in equity, including, without limitation, the right to enforce specific performance by Seller of the terms of this Agreement.

**10. Prorations, Closing Costs, and Adjustments.**

(a) The following items shall be apportioned between Seller and Purchaser as of midnight of the day preceding the Closing Date:

(i) such items as are customarily adjusted in connection with commercial real estate transactions of this type.

(b) Seller shall pay the conveyance taxes applicable to the transfer of the Property. Purchaser shall pay all recording fees.

(d) All prorations, adjustments, and credits made and determined as provided herein shall be final as of the Closing Date; provided, however, that if subsequent to the Closing Date an error or omission in the determination or computation of any of such prorations, adjustments, or credits shall be discovered, immediately upon discovery thereof the appropriate adjustments required to correct such error or omission shall be made. Except as expressly provided herein, the purpose and intent as to the provisions of prorations and apportionments set forth herein is that Seller shall bear all expenses of ownership and operation of the Property accruing through midnight at the end of the day preceding the Closing Date, and Purchaser shall bear all such expenses accruing thereafter. Any items not specifically listed herein but shall be adjusted as aforesaid at Closing. This provision shall survive the Closing.

**11. Notices.**

Any notice regarding this Agreement shall be in writing and be served upon the party to which it is directed at the following addresses:

If to Seller: Attorney Michael J. Ajello  
Office of the Corporation Counsel  
355 Main Street, 3<sup>rd</sup> Floor  
West Haven, CT 06516

If to Purchaser: ...

Escrow Agent: Attorney Michael J. Ajello  
Office of the Corporation Counsel  
355 Main Street, 3<sup>rd</sup> Floor  
West Haven, CT 06516

Any notice may be served personally or be sent by certified mail, return receipt requested or by Airborne, UPS, Federal Express, or similar overnight express service. If sent by certified mail, a notice shall be deemed to have been given the next day following the date deposited with the United States Postal Service, postage prepaid. If sent by overnight express service, a notice shall be deemed to have been given one (1) business day after pickup by such overnight service. The address at which notice is to be given to either party may be changed by giving notice to the other party as provided above.

**12. Miscellaneous.**

(a) **Entire Agreement.** The Recitals set forth at the beginning of this Agreement and the Exhibits attached hereto are incorporated in and made a part of this Agreement by this reference. This Agreement is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by Seller and Purchaser.

(b) **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut.

(c) **Assignability.** Purchaser shall have the right, on or before the Closing Date, to transfer or assign its rights and obligations under this Agreement to its designee, without the consent of Seller. Purchaser shall provide to Seller a copy of the executed instrument of assignment effectuating any such assignment, together with the name and address of the assignee. Any permitted assignee shall be deemed to have assumed, agreed to and be bound by all of Purchaser's obligations and liabilities under this Agreement. Upon any such assignment, the Purchaser named in and which signed this Agreement shall thereafter be released and relieved from any obligation or liability under this Agreement.

(d) **Successors Bound.** This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

(e) **Attorneys' Fees.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

(f) **Survival.** The provisions of this Agreement expressly stating that they survive the Closing shall survive the Closing and shall not merge with the deed to be delivered at the Closing.

**13. Duties and Responsibilities of Escrow Agent**

(a) Seller and Purchaser acknowledge and agree that Escrow Agent (i) shall not be responsible for any of the agreements referred to herein but shall be obligated only for the performance of such duties as are specifically set forth herein; (ii) shall not be obligated to take any legal or other action hereunder which might in its judgment involve any expense or liability unless it shall have been furnished with acceptable indemnification; and (iii) may rely on and shall be protected in acting or refraining from acting upon any written notice, instruction, instrument, statement, request or document furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper person, and shall have no responsibility for determining the accuracy thereof. Neither Escrow Agent nor any of its directors, officers, partners, or employees shall be liable to anyone for any action taken or omitted to be taken by it except in the case of gross negligence or willful misconduct.

(b) Escrow Agent hereby agrees and covenants that following the Inspection Period Expiration Date, Escrow Agent shall not without the prior written consent of both Seller and Purchaser disburse the Deposit to any person or entity other than at and in conjunction with the Closing.

(c) Purchaser acknowledges that Escrow Agent is also acting as legal counsel to Seller in connection with the transactions contemplated by this Agreement.

(d) Seller and Purchaser agree that if any dispute arises with respect to the delivery, ownership, right of possession, or disposition of the Deposit, Escrow Agent upon receipt of written notice of such dispute or claim, is authorized and directed to retain in its possession without liability to anyone, all or any of said Fund until such dispute shall have been settled either by the mutual agreement of the parties involved or by a final order, decree or judgment of a Court in the United States of America, the time for perfection of an appeal of such order, decree or judgment having expired. Escrow Agent may, but shall be under no duty whatsoever to, institute or defend any legal proceedings which relate to the Deposit.



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**SELLER:**

**CITY OF WEST HAVEN**

**By:** \_\_\_\_\_  
**Print Name:** Dorinda Borer  
**Its:** Mayor

**PURCHASER:**

**IDEAL GROUP, LLC**

\_\_\_\_\_  
**By:**  
**Print Name:** Florjan Shehaj  
**Its:** Member

**ESCROW AGENT:**

\_\_\_\_\_  
**Print Name:**

## SCHEDULE A

### Parcel A

All that certain piece or parcel of land, with all the improvements thereon, as more fully described as follows:

SOUTH: by West Main Street, 130.68;  
EAST: by land now or formerly of Edith Hansen, 140 feet, more or less;  
SOUTH: again by land now or formerly of Edith Hansen, 50 feet, more or less;  
SOUTHEAST: by land now or formerly of Louis J. Jones, 51.57 feet, more or less;  
SOUTH: again by land now or formerly of George Smith, 75.36 feet;  
EAST: again, Northeast and North by Wagner Place;  
WEST: by land now or formerly of Henry Morris, 103.17 feet, more or less;  
NORTH: again by land now or formerly of Henry Morris;  
WEST: again by Easterly face of the masonry dam at the lower lake of Lake Phipps, so-called, 64 feet, more or less;  
SOUTH: again by land now or formerly of the West Haven School District, 7.15 feet;  
SOUTHEAST: again by land now or formerly of the West Haven School District, 132.8 feet;  
SOUTH: by land now or formerly of the West Haven School District, 124.22 feet;  
SOUTH: again by land now or formerly of the West Haven School District, 92.82 feet;  
WEST: again by land now or formerly of the West Haven School District, 59.20 feet;  
NORTHWEST: by land now or formerly of the West Haven School District, 239.70 feet, more or less;

Excepting from the described premises a certain piece or parcel of land conveyed by Armstrong Hall Associates to Frank R. Frumento and Andrew Iadaresta, dated April 28, 1969 and recorded in Volume 661 at Page 786 of the West Haven Land Records.

Together with a Right of Way for ingress and egress as set forth in an Easement, dated March 31, 1989 and recorded in Volume 861 at page 7878 of the West Haven Land Records.

### Parcel B

A certain piece or parcel of land, with all the buildings thereon, situated in the Town of West Haven and State of Connecticut, containing four and one half acres, more or less, and known as the Saw Mill lot, and bounded; NORTHERLY by the highway; EASTERLY by the brook; SOUTHERLY by the highway; and WESTERLY by land now or formerly of the Estate of J. A. Gill.